

# REQUEST FOR PROPOSAL FOR EVALUATION SERVICES

RETURN TO:  
Health and Human Services System  
Attn: Laurie Barger Sutter  
P.O. Box 98925  
Lincoln, Nebraska 68509-8925

SERVICE CONTRACT AWARD NUMBER	RELEASE DATE
<b>195-Z1</b>	<b>May 28, 2004</b>
DEADLINE FOR RECEIPT OF PROPOSAL:	PROCUREMENT CONTACT
<b>July 2, 2004 4:00 p.m. Central Time</b>	<b>Laurie Barger Sutter</b>

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

## PLEASE READ CAREFULLY! PROJECT ABSTRACT

Under the leadership of the Governor, Nebraska has commenced activities of the Nebraska State Incentive Cooperative Agreement (SICA) to develop and implement a comprehensive statewide substance abuse prevention plan for the purpose of eliminating or significantly reducing substance abuse in youth ages 12-17 by creating a coordinated state prevention system that assists communities to assess local substance abuse needs and select and implement locally-appropriate, effective, and scientifically-defensible substance abuse prevention policies, practices, and programs. The State of Nebraska's Office of Mental Health, Substance Abuse and Addiction Services (OMHSAAS), in partnership with the Substance Abuse and Mental Health Services Administration's Center for Substance Abuse Prevention (SAMHSA/CSAP), is issuing this Request for Proposals, Service Contract Award Number 195-Z1 for the purpose of selecting an experienced and qualified SICA evaluator to provide comprehensive evaluation services for the implementation of the Nebraska State Incentive Cooperative Agreement.

One (1) Original and five (5) copies of the entire proposal should be submitted by the deadline for receipt of proposal due date and time.

### PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Proposals must be received in the Office of Mental Health, Substance Abuse and Addiction Services by the date and time of proposal opening indicated above. **NO late proposals will be accepted. NO faxed or e-mailed proposals will be accepted. The express mail address is: Attn: Laurie Barger Sutter, SICA Director, Office of Mental Health, Substance Abuse and Addiction Services, HHS West Campus, Bldg. 14, Folsom & West Prospector Place, Lincoln, NE 68522.**
2. Proposals must meet all specifications of the Request for Proposals and terms and conditions of this form.
3. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" **MUST** be manually signed, in ink, and returned by the proposal opening date and time along with your proposal and any other requirements as specified in the RFP in order to be considered for an award.

i

## CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the Contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and is committed to provide a drug free work place environment.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

# **STATE OF NEBRASKA**

## **Lincoln, Nebraska**

### **STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER**

**SCOPE:** These standard conditions and terms of Request for Proposal and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

**EXECUTION:** Proposals must be signed in ink by the contractor on the State of Nebraska's Request for Proposal form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal form. Erasures and alterations must be initialed by the contractor in ink. No telephone, email, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

**PAYMENT:** Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by State warrant.

**COLLUSIVE BIDDING:** The contractor's signature on the State of Nebraska's Request for Proposal form is a guarantee that the prices quoted have been arrived at without collusion with other eligible contractors and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

**SPECIFICATIONS:** Contractors should submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

**ALTERNATE PROPOSALS:** The State, at its sole discretion, may entertain alternative proposals, or proposals which deviate from the Request for Proposal requirements, provided the contractor also submits a proposal for the work described herein.

**PROPOSAL OPENING:** Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered at the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

**LATE PROPOSALS:** Proposals received after the time and date of the proposal opening will be considered late proposals. Proposals will be returned to the contractor unopened. The State is not responsible for late proposals or lost requests due to mail service inadequacies, traffic or other similar reasons.

**RECYCLING:** Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15, 159.

**AWARD:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the contractors competitive position. All awards will be made in a manner deemed in the best interest of the State.

**PERFORMANCE AND DEFAULT:** The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**NONDISCRIMINATION:** The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. State Statute Sections (48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

**DRUG POLICY:** Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**GRIEVANCE AND PROTEST:** Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.



## TABLE OF CONTENTS

<b>REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM</b>	<b>i</b>
<b>STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING</b>	
<b>SOLICITATION AND OFFER</b>	<b>ii</b>
<b>TABLE OF CONTENTS</b>	<b>iii</b>
<b>GLOSSARY OF TERMS</b>	<b>iv</b>
<b>I. SCOPE OF THE REQUEST FOR PROPOSAL</b>	<b>1</b>
A. SCHEDULE OF EVENTS	1
<b>II. PROCUREMENT PROCEDURES</b>	<b>2</b>
A. PROCURING OFFICE AND CONTACT PERSON	2
B. GENERAL INFORMATION	2
C. COMMUNICATION WITH STATE STAFF	2
D. WRITTEN QUESTIONS AND ANSWERS	3
E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	3
F. SUBMISSION OF PROPOSALS	3
G. PROPOSAL OPENING	4
H. REJECTIONS OF PROPOSALS	4
I. PROPOSAL EVALUATION	5
J. EVALUATION COMMITTEE	5
K. MANDATORY REQUIREMENTS	5
L. EVALUATION/WEIGHTS AND SCORING	5
M. REFERENCE CHECKS	6
<b>III. TERMS AND ASSURANCES</b>	<b>6</b>
A. GENERAL	6
B. THE CONTRACTOR	7
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT	8
D. CLEAN AIR AND WATER ACTS	8
E. OWNERSHIP OF INFORMATION AND DATA	8
F. PERMITS AND REGULATIONS	10
G. COOPERATION WITH OTHER CONTRACTORS	10
H. INDEPENDENT CONTRACTOR	10
I. CONTRACTOR RESPONSIBILITY	10
J. CONTRACTOR PERSONNEL	10
K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION	11
L. CONFLICT OF INTEREST	11
M. PROPOSAL PREPARATION COSTS	12
N. ERRORS AND OMISSIONS	12
O. BEGINNING OF WORK	12
P. ASSIGNMENT BY THE STATE	12
Q. ASSIGNMENT BY THE CONTRACTOR	12
R. DEVIATIONS FROM THE CONTRACT	12
S. GOVERNING LAW	12
T. ATTORNEY'S FEES	12
U. ADVERTISING	12
V. STATE PROPERTY AND OWNERSHIP OF EQUIPMENT	13
W. SITE RULES AND REGULATIONS	13
X. NOTIFICATION	13
Y. EARLY TERMINATION	13
Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS	13
AA. DEFAULT BY CONTRACTOR	14

BB. ASSURANCES BEFORE BREACH	14
CC. PENALTY	14
DD. FORCE MAJEURE	14
EE. PROHIBITION AGAINST ADVANCE PAYMENT	14
FF. PAYMENT	14
GG. INVOICES	14
HH. AUDIT REQUIREMENTS	14
II. TAXES	15
JJ. INSPECTION AND APPROVAL	15
KK. CHANGES IN SCOPE/CHANGE ORDERS	15
LL. HOLD HARMLESS	15
MM. LIMITATION OF LIABILITY	16
NN. SEVERABILITY	16
OO. CONFIDENTIALITY	16
PP. PROPRIETARY INFORMATION	16
QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	16
RR. PRICES	17
SS. BEST AND FINAL OFFER	17
TT. ETHICS IN PUBLIC CONTRACTING	18
UU. CONTRACTOR INDEMNIFICATION	18
VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS	18
<b>IV. PROJECT DESCRIPTION AND SCOPE OF WORK</b>	<b>18</b>
A. PROJECT OVERVIEW	18
B. PROJECT SCOPE	22
<b>V. PROPOSAL INSTRUCTIONS</b>	<b>27</b>
A. TECHNICAL PROPOSAL	27
B. COST PROPOSAL REQUIREMENTS	33
C. PAYMENT SCHEDULE	33
D. ALTERNATIVE PROPOSALS	34
<b>VI. ATTACHMENTS</b>	
A. GUIDANCE FOR APPLICANTS (GFA)	
B. SIG EVALUATION FRAMEWORK	
C. SEMI-ANNUAL PROGRESS REPORT	
D. SIG MANAGEMENT INFORMATION FORM	
E. STATE OF NEBRASKA WORK PLACE POLICY	

## GLOSSARY OF TERMS

**Addendum:** Something added or to be added.

**Administrative Change:** This includes changes in personal or bureaucratic structure within organizations or changes in the organization or focus of responsibilities within the overall prevention system. For example, a state Department of Health might consolidate activities from several offices with the organization into a Bureau of Substance Abuse Prevention in order to enhance visibility and improve efficiency and effectiveness. The governor or legislature might create a new entity or reassign responsibilities for prevention among existing organizations.

**Agency:** State agency or agency means any state agency, board, or commission other than the University of Nebraska, the Nebraska state colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

**Agent:** A person authorized by a superior or organization to act on their behalf.

**Amend:** To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. If the contract is written, it can be amended only in writing.

**Amendment:** Written correction or alteration.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Assessed Needs:** Specific knowledge or skills necessary for achieving or enhancing desired outcomes as identified through data collection and analysis

**Assessment:** A structured method used to gather information in order to record and analyze the extent and cause of a particular problem. Assessments collect information about who is affected by the problem, how much they are affected, and where the problem is occurring.

**ATOD:** Alcohol, Tobacco and Other Drugs.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the contractors competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Baseline Data:** Information collected before a prevention strategy is implemented to provide a comparison point for outcomes during and after implementation

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Calendar Day:** Every day shown on the calendar, Saturday, Sundays and holidays included.

**C.A.A.C.:** Cooperative Agreement Advisory Council.

**Capacity:** The ability to successfully develop and implement a comprehensive community plan to produce and sustain desired community outcomes.

**Capacity Building:** The development of an organization's core skills and capabilities, such as leadership, management, finance and fundraising, programs and evaluation, in order to build the organization's effectiveness and sustainability.

**Coalition:** an organized group with strong leadership and multiple partners that has a planning process that is reviewed annually and includes: a community assessment; targeted mission; an action plan with objectives and outcomes; and a process for documentation and feedback.

**Collaboration:** A durable, long term and pervasive relationship involving diverse parties which commit to a common mission. Collaborations, which frequently result in systems change, involve pooled resources and shared products with participants sharing collective authority through the collaborative structure.

**Collusion:** A secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful or unlawful purpose.

**Community:** Administrative or geographic locations defined by legal or administrative boundaries (e.g., counties, cities, school districts, etc.)

**Community Assessment:** A structured method used to gather objective information in order to record and analyze the extent of a particular problem (such as substance abuse).

**Community-Based Approach:** A prevention approach that involves different sections of the community, drawing on multiple local resources

**Community Readiness:** The willingness of a community to implement change strategies that achieve positive outcomes for the health and wellbeing of the community

**Competition:** The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

**Comprehensive:** A scope that includes State, Sub-State, Regional, Community, and Sub-recipient levels.

**Confidential Information:** (1) Any information that is available to an employee only because of the employee's status as a public employee and is not a matter of public knowledge or available on request. (2) See "Proprietary Information" below.

**Contract:** An agreement between two or more persons to perform a specific act or acts.

**Contractor:** Any person or entity that supplies goods and/or services.

**Contract For Services:** Contract for services means any contract that directly engages the time or effort of an independent contractor whose purpose is to perform an identifiable task, study, or report rather than to furnish an end item of supply, goods, equipment, or material.

**Copyright:** A grant made by a government to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein. U.S. copyright case law on computer programs remains unclear.

**CSAP:** Center for Substance Abuse Prevention.

**Cultural Competency:** A set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations. The word "culture" is used because it implies the integrated pattern of human behavior that includes thoughts, communications, actions, customs, beliefs, values and institutions of a racial, ethnic, religious or social group. The word "competence" is used because it implies having the capacity to function effectively. Five essential elements contribute to a system's institution's, or agency's ability to become more culturally competent which include:

- 1) Valuing diversity;

- 2) Having the capacity for cultural self-assessment;
- 3) Being conscious of the dynamics inherent when cultures interact;
- 4) Having institutionalized culture knowledge; and
- 5) Having developed adaptations to service delivery reflecting an understanding of cultural diversity.

These five elements should be manifested at every level of an organization including policy making, administrative, and practice. Further, these elements should be reflected in the attitudes, structures, policies and services of the organization. (From Cross, T., et. al., (1989). Towards A Culturally Competent System of Care Volume I. Washington, DC: Georgetown University Child Development Center, CASSP Technical Assistance Center.)

**Data:** Information that is collected in order to identify, analyze and understand issues of interest

**Data Analysis:** The process of examining systematically collected information

**Default:** The omission or failure to perform a contractual duty.

**Design** (often referred to as research design or study design): An outline of the procedures that must be followed in implementing science-based programs to reach valid conclusions

**Documentation:** Keeping records, collecting data, and/or making observations to obtain specific kinds of information

**Evaluation:** The process of analyzing data in order to proactively monitor progress and assess whether or not desired outcomes are being achieved—and determine why or why not—so that needed modifications and improvements can be made on a continuous basis to ensure that desired outcomes are achieved

**Evaluation Committee:** A committee appointed by the Agency that advises and assists the procuring office in the evaluation of proposal offers.

**Evaluation of Proposal:** The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

**Evidence-Based** (also called science-based or research-based): The use of agreed upon criteria to determine, through evaluation, that the outcomes achieved by a prevention strategy are credible and can be substantiated. Evidence based planning processes and prevention practices are based upon scientific theory and principles and supported by the collection and analysis of objective data. They have either been (1) formally evaluated, and found to produce desired outcomes in behavior, attitude and/or knowledge, or (2) found to be effective through a formal evaluation that has been published in a peer-reviewed journal.

**Evidence-Based Planning:** Planning that is based on a logical, sequential process that is supported by the collection and analysis of objective data.

**Environmental Strategies:** Environmental strategies involve changing policies, regulations, laws and social norms to affect the access, availability and use of tobacco, alcohol and illicit drugs in a community. They are designed to reduce or eliminate substance use by making changes in the environment in which tobacco, alcohol and illicit drugs are used. (Adapted from "Environmental Strategies for Prevention Substance Use Among Youth: A Resource Guide," prepared by Danya International, Inc., in collaboration with Human Interaction Research Institute)

**Extension:** A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

**Fidelity:** The degree of fit between a program developer's design and intended use of program components and the actual implementation of the program in a given setting (i.e., school or community)



**Framework:** A general structure supporting the development of theory

**Goal:** A statement that identifies in broad terms the change that is needed in order to solve an identified problem. In substance abuse prevention, goals are almost always related to behavior change

**GPRA:** Government Performance Results Act.

**Impact:** The effect of implementing a particular program, policy, or practice on conditions described in the baseline data; this may be measured in terms of changes in consumption, patterns of consumption, consumption environments, or related problems, such as mortality, chronic disease, trauma, or criminality

**Implementation of Science-Based Programs:** This includes the actual implementation (as opposed to the intent to do so) of programs, policies and practices demonstrated to be effective.

**Inclusion:** The right of all diverse populations to participate fully and equally in decision-making, policy development, and implementation of programs, policies and practices.

**Increased Coordination:** Systematic efforts by two or more entities to cooperate in prevention-related activities. Coordination could take place through, for example task forces, commissions, or working groups that could engage in activities such as joint planning, sharing of resources (e.g., money, materials), or joint training or programming. The increased coordination should take place through active efforts; a memorandum of agreement without action is not sufficient.

**Indicator:** A way to gauge a concept that is not directly observable or measurable, such as using the rate of emergency room admissions for drug overdose as a measure of substance abuse.

**Individual Strategies:** Individually focused strategies focus on the changing the personal attributes of individuals in order to decrease the probability that they will engage in substance abuse. This approach does not include efforts to change the risks that are present in the environment (e.g. availability of alcohol and other drugs, social norms that are permissive of substance abuse).

**Infrastructure:** The underlying foundation or basic framework that supports the effective functioning of a community or society in achieving desired outcomes

**Intervention:** In substance abuse prevention, a strategy applied at the individual or environmental level to prevent or lower the rate of substance abuse or substance abuse-related problems

**Late Proposal:** A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

**Logic Model:** A sequential series of steps used to conduct an evidence-based strategic planning process that focuses on achieving results rather than just selecting strategies. The elements of a logic model include:

- Mission
- Assessment
- Problem Statement and Target Population
- Goals, Objectives, and Outcomes
- Strategies, Activities, and Outputs
- Indicators
- Evaluation
- Sustainability

**Mandatory:** Required, compulsory or obligatory.

**Mobilization:** Bringing together and putting into action volunteers, community stakeholders, and others in support of a prevention initiative

**Must:** Required, compulsory or obligatory.

**NePiP:** Nebraska Partners in Prevention is Nebraska's State Incentive Cooperative Agreement Advisory Council. NePiP was convened by Governor Mike Johanns to provide leadership, policy input and guidance for the implementation of Nebraska's SICA.

**Needs Assessment:** A systematic process for gathering information about current conditions and issues of interest in order to assess the need to intervene

**Norms:** The acceptability or unacceptability of specific behaviors for a specific group of individuals

**Objectives:** Measurable statements that describe the changes in underlying conditions and personal attributes that have to take place in order for goals to be achieved.

**Outcome Evaluation:** A structured process used to collect and analyze data regarding outcomes.

**Outcomes:** Specific, measurable statements that describe what will be accomplished as a result of a successful implementation of a strategy or strategies.

**Performance Bond:** A bond given by a surety on behalf of the contractor to ensure the timely performance of a contract.

**Policy:** Rules, regulations, standards and/or laws designed to prevent the abuse of alcohol, tobacco and other drugs (e.g. 0.08 Blood Alcohol Content laws and keg registration)

**Policy Change:** Changes in the formal actions and activities of governmental bodies and officials at the state, sub-state, regional, or community levels that are intended to enhance the prevention resource system and the outputs and outcomes of that system.

**Practice:** A standard activity that is based on policy and designed to prevent substance abuse (e.g. responsible beverage server training and sobriety checks).

**Pre- and Post-Tests:** Evaluation instruments used to assess change by comparing data collected before a strategy is implemented to data collected after the strategy has been in place for a specified time

**Pre-Proposal Conference:** A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

**Prevention:** The proactive process of creating community conditions and personal attributes that promote the well-being of people.

**Prevention System:** A purposeful, effective and sustained partnership of agencies, organizations and individuals whose missions include substance abuse prevention, that is committed to decreasing substance abuse through a collaborative and coordinated process of:

- Comprehensive planning for—and evaluating—outcomes
- Promoting evidence-based strategies
- Allocating resources
- Workforce development

**Process Evaluation:** A structured process used to collect and analyze data about planning and implementation activities.

**Program:** A structured set of activities designed to prevent substance abuse (e.g. school-based curricula, after school programs, mentoring).

**Program Evaluation:** Using scientific research methods to assess program concepts, implementation, and effectiveness

**Promising Strategies:** Strategies that are based upon scientific theory and principles that have been implemented, formally evaluated, and found to produce desired outcomes in behavior, attitude and/or knowledge.

**Proposal:** The executed document submitted by an offeror in response to a Request for Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

**Protective Factor:** An attribute, situation, condition, or environmental context that works to shelter an individual from the likelihood of alcohol, tobacco, and other drug use

**Protest:** A complaint about a governmental action or decision brought by a prospective bidder, a bidder, a contractor, or other interested party to the appropriate administrative section with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

**RPC:** Regional Prevention Center.

**Reliability:** The consistency of a measurement over time

**Representative:** Includes an agent, an officer of a corporation or association, and a trustee, executor or administrator of an estate, or any other person empowered to act for another.

**Request for Proposal (RFP):** All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

**Resource Assessment:** A systematic examination of existing structures, programs, and other activities and resources potentially available to your community to help you develop and implement a prevention plan that will address your identified needs

**Risk Factor:** An attribute, situation, condition, or environmental context that increases the likelihood that an individual will engage in a high-risk behavior such as substance abuse

**SAMHSA:** Substance Abuse Mental Health Services Administration.

**Science-Based Programs:** Programs that have been researched, developed and evaluated using a systematic, evidence-based sequential process. These programs are prioritized depending upon the degree of evidence in support of the program, potential to achieve the desired ATOD goals, evaluation findings, and feasibility.

**Science-Based Strategies:** Strategies (i.e. policies, practices, programs) that are based on scientific theory and principles and have been implemented and found to be effective through a formal evaluation that has been published in a peer-reviewed journal.

**Services:** The furnishing of labor, time, or effort by contractor, which may or may not involve the delivery of a specific end product other than reports.

**Shall:** Denotes the imperative, required, compulsory or obligatory.

**SICA:** State Incentive Cooperative Agreement.

**Solicitation:** The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

**Strategic Planning:** In community substance abuse prevention, an established set of planning steps that includes assessing needs and resources; selecting a target population and goals, objectives and outcomes; selecting and implementing appropriate, evidence-based strategies; measuring and evaluating progress toward outcomes; and sustaining those desired outcomes into the future

**Strategies:** Policies, programs and practices that promote the well-being of people and reduce the consumption of—and the problems associated with—alcohol, tobacco and other drugs.

**Sustainability:** The ability to generate/regenerate efforts that thrive and produce desired outcomes over the long term through effective infrastructures and processes.

**Sustainable Processes:** Processes that are based on data, open communication, regular review, and adaptation as needed, of mission, resources, needs, strategies and progress, to ensure achievement of desired outcomes

**System:** A regularly interacting, interdependent and unified network of entities with a shared mission, organized to further its common purpose

**Strategy:** A course of action, based on grounded theory and research, that is selected in order to achieve an objective.

**Sub-recipient:** Sub-recipients refer to grantees awarded or receiving SICA funds by the Nebraska State OMHSAAS for prevention programs or actions. The sub-recipients may implement their own programs or actions or have their own sub-grantees do this. A sub-recipient should have a minimum of one program or action.

**Substance Abuse:** Substance abuse encompasses: (1) the illegal use of alcohol, tobacco or other drugs, or (2) any use by minors of alcohol, tobacco or other drugs, including hazardous chemicals such as inhalants

**Sustainability:** Sustainability is the ability to generate/regenerate efforts that thrive and produce desired outcomes over the long term through effective community infrastructures and processes

**Sustainable Processes:** Processes that are based on data, open communication, regular review, and adaptation as needed, of mission, resources, needs, strategies and progress, to ensure achievement of desired outcomes

**System:** A regularly interacting, interdependent and unified network of entities with a shared mission, organized to further its common purpose

**SWCAPT:** Southwest Center for the Application of Prevention Technologies (CAPT) is a program of the Southwest Prevention Center, Public and Community Services Division, College of Continuing Education at the University of Oklahoma. The Southwest CAPT is one of six regional centers funded by SAMHSA's Center for Substance Abuse Prevention (CSAP) to form the national CAPT system, with a fundamental mission to bringing research to practice. The CSAP's Southwest CAPT serves a nine-state region that includes Arkansas, Colorado, Kansas, Louisiana, Missouri, Nebraska, New Mexico, Oklahoma and Texas. The Center functions as a diffusion mechanism for knowledge transfer and research application, linking scientifically defensible research prevention practice in the Southwest region. CSAP is responsible for identifying and disseminating scientifically defensible knowledge about proven prevention models and principles to the substance abused prevention field. CAPT State Liaisons help to ensure all communication systems used are appropriate for states and bring agencies and individuals to the table of collaboration.

**Technical Assistance:** Site-specific problem solving and other professional assistance based upon assessed needs

**Technical Support:** Support encompasses technical assistance and all forms of education and skill building, including initiative-specific training and more general organizational development

**Termination:** Occurs when either party pursuant to a power created by agreement or law puts an end to the contract otherwise than for its breach. On "termination" all obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Terms and Conditions:** A general reference applied to the provisions under which proposals must be submitted and that are applicable to the contract.

**Trademark:** A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

**Validity:** The extent to which a construct actually measures what it claims to measure

**Vendor:** A supplier

I.

## I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Office of Mental Health, Substance Abuse and Addiction Services (hereafter known as OMHSAAS), is issuing this Request for Proposal, Service Contract Award Number 195-Z1, for the purpose of selecting a qualified contractor to provide Alcohol, Tobacco, and Other Drug (ATOD) use prevention evaluation services. The scope of evaluation services is expected to extend over three (3) years, with a final two (2) month period to conclude evaluation findings and create all final reports. Respondents are encouraged to submit work plans for the entire time frame, with costs delineated for each year of the project. A contract resulting from this RFP will be issued for a period of (1) one year effective **August 1, 2004** through **July 31, 2005**, which will be renewable for two (2) additional one-year periods and one (1) final conclusion period of two (2) months as mutually agreed upon by all parties.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:**

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

<http://www.nebraskaprevention.gov/sicaevalrfp.htm>

### A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1 Release Request for Proposal	<u>May 28, 2004</u>
2 Last Day to Submit Written Questions	<u>June 11, 2004</u>
State Responds to Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the internet at:	
3 <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a> <a href="http://www.nebraskaprevention.gov/sicaevalrfp.htm">http://www.nebraskaprevention.gov/sicaevalrfp.htm</a>	<u>June 18, 2004</u>
4 Deadline for Receipt of Proposal	<u>4:00 pm, July 2, 2004</u>
Proposal Opening Date:	
5 Office of Mental Health, Substance Abuse and Addiction Services, HHS West Campus, Building #14, 3 <sup>rd</sup> Floor	<u>July 6, 2004,</u> <u>2:00pm</u>
6 Review for Conformance of Mandatory Requirements	<u>July 7, 2004</u>
7 Oral Presentations and/or Demonstrations (if required)	<u>N/A</u>
Post Letter of Announcing Contract Award to Internet at:	
8 <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a> <a href="http://www.nebraskaprevention.gov/sicaevalrfp.htm">http://www.nebraskaprevention.gov/sicaevalrfp.htm</a>	<u>July 14, 2004</u>
9 Contract Start Date	<u>August 1, 2004</u>

## II. PROCUREMENT PROCEDURES

### A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Laurie Barger Sutter  
Title: SICA Director  
Agency: Office of Mental Health, Substance Abuse and Addiction Services  
Address: P.O. Box 98925  
Lincoln, NE 68508  
Facsimile: 402-479-5162  
E-Mail: laurie.sutter@hhss.state.ne.us

### B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified contractors who will be responsible for providing substance abuse prevention evaluation services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as provided in the **Proposal Instructions** will not be considered.

Proposals should conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is made and announced regarding the selection of the contractor, **contact regarding this project between potential contractors and individuals employed by the State is restricted only to written communication with the staff designated above as the point of contact for this Request for Proposal.**

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. **Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.**

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this RFP or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;
3. State staff and/or contractor staff present at the Pre-Proposal Conference when recognized by the OMHSAAS staff facilitating the meeting for the purpose of addressing questions; and

4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The State of Nebraska will issue any clarifications or opinions regarding this RFP in writing.

#### **D. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a contractor regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Office of Mental Health, Substance Abuse and Addiction Services and clearly marked "Contract Award Number HHSBH-05-SICA-01 Questions". It is preferred that questions be sent via e-mail to [laurie.sutter@hhss.state.ne.us](mailto:laurie.sutter@hhss.state.ne.us) with the subject line clearly marked "Contract Award Questions." Questions may also be sent by facsimile to 402-479-5162, but must include a cover sheet clearly indicating that the transmission is to the attention of Laurie Barger Sutter, showing the total number of pages transmitted, and clearly marked "Contract Award Number HHSBH-05-SICA-01 Questions".

**Written answers will be provided through an addendum to be posted on the Internet at <http://www.nebraskaprevention.gov/sicaevalrfp.htm> and**

**<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>**

**on or before the date shown in the Schedule of Events.**

#### **E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The Evaluation Committee may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful contractor. All contractors that submitted bids may not have an opportunity to present or interviews/presentations and/or demonstrations. The scores from the oral interviews/presentations and/or demonstrations may be added to the scores from the Technical and Cost Proposals. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Contractors shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the potential contractors regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the contractor and will not be compensated by the State.



## F. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five (5) five copies of the entire proposal should be submitted by the proposal due date and time. Proposals must reference the Service Contract Award number and be sent to the specified address. Container(s) utilized for original documents must be clearly marked **ORIGINAL DOCUMENTS**. Please note that the address label must appear as specified on the face of each container. The State accepts no responsibility for mislabeled/missent mail. Proposals received late will not be accepted and will be returned to the sender unopened. If a recipient phone number is required for delivery purposes, (402) 479-5583 should be used. The service contract award (SCA) number must be included in all correspondence.

Data contained in the proposal and all documentation provided therein, becomes the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the state to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Nebraska State Statute §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would be provided. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals shall be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the contractor's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the contractor's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

## G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding organizations announced on the date, time and location specified in the Schedule of Events.

#### **H. REJECTIONS OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the contractors competitive position. All awards will be made in a manner deemed in the best interest of the State.

#### **I. PROPOSAL EVALUATION**

The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The criteria for determining the responsiveness level of each contractor shall include but not be limited to:

1. The ability, capacity and skill of the contractor to deliver and implement the system or project that meets the requirements of this Request for Proposal;
2. The character, integrity, reputation, judgment, experience and efficiency of the contractor; whether the contractor can perform the contract within the specified time frame; the quality of contractor performance on prior contracts;
3. Such other information that may be secured and that has a bearing on the decision to award the contract; and
4. Cost.

#### **J. EVALUATION COMMITTEE**

Proposals will be independently evaluated by members of the Evaluation Committee(s). This committee will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, contractors are advised that only the point of contact can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

#### **K. MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. The signed Request for Proposal for Evaluation Services Form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

#### **L. EVALUATION/WEIGHTS AND SCORING**

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the technical evaluation include:

1. The Executive Summary;

2. Corporate Overview shall include but not be limited to:
  - a. The ability, capacity and skill of the contractor to deliver and implement the system or project that meets the requirements of this Request for Proposal;
  - b. The character, integrity, reputation, judgment, experience and efficiency of the contractor;
  - c. Specific experience in SICA evaluations
  - d. Whether the contractor can perform the contract within the specified time frame;
3. Technical Approach; and
4. Cost Proposal.

(Scoring criteria will become public information at the time of the Request for Proposal opening. Scoring criteria and a list of respondents will be posted to the website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> and <http://www.nebraskaprevention.gov/sicaevalrfp.htm>)

#### **M. REFERENCE CHECKS**

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders will receive reference checks and negative references may eliminate vendors from consideration for award.

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

### **III. TERMS AND CONDITIONS**

The terms and conditions stated herein are in addition to those stated in the "Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer" form and apply in like force to this Request for Proposal and any contract resulting therefrom.

By signing the "Request For Proposal For Contractual Services" form, the Contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer, and is committed to provide a drug free work place environment.

#### **A. GENERAL**

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. The signed Request for Proposal form;
2. The original SICA RFP document;
3. Any Request for Proposal Addenda and or Amendments to include Questions and Answers;
4. The Contractor's Proposal;
5. The Guidance for Applicants (GFA) No. SP 01-002
6. SIG Evaluation Framework

7. The Semi-Annual Evaluation Progress Report Form
8. The SMIF form
9. The Nebraska SICA Baseline Evaluation
10. The Nebraska Risk and Protective Factor Student Survey State Report
11. The Nebraska SICA Request for Applications
12. The Nebraska SICA Guidance Document for Selecting Science-Based and Promising Substance Abuse Prevention Strategies
13. The Nebraska SICA Evidence-Based Planning Toolkit
14. Any Contract Amendments, in order of significance; and
15. Contract Award.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

This Request for Proposal does not commit the State to award a contract. The State reserves the right to reject all proposals, and at its discretion, may withdraw or amend this Request for Proposal at any time. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients.

**Once an intent to award decision has been determined, it will be posted to the Internet at:**

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

and

<http://www.nebraskaprevention.gov/sicaevalrfp.htm>

**Grievance and protest procedure is available on the Internet at:**

<http://www.das.state.ne.us/materiel/purchasing/rfpmanual/rfpmanual.htm>

All protests must be filed by the Contractor within ten (10) calendar days after the intent to award decision is posted to the internet.

## **B. THE CONTRACTOR**

1. Must be affiliated with a university, independent nonprofit organization, for-profit organization, state government agency or any combination of these affiliations.
2. Should preferably possess a Doctorate in Statistics, Research Methodology, Social Science, Public Health, or Public Administration, and have a minimum of five (5) years program evaluation experience, particularly in substance abuse, behavioral or public health programming.
3. Preference will be given to those applicants with (1) a demonstrated commitment to a participatory research approach; (2) prior evaluation experience with qualitative and quantitative research methods; (3) prior experience evaluating ATOD prevention initiatives; (4) prior evaluation experience with state level government and or politics; (6) knowledge regarding organizational and prevention system development and, (5) skills and knowledge regarding community mobilization and capacity building.
4. Should have previous substantive experience evaluating State Incentive Grants (SIGs)/State Incentive Cooperative Agreements (SICAs).

5. Commit to providing a minimum of a .5FTE on-site evaluation manager to work with the SICA project team at the Office of Mental Health, Substance Abuse and Addiction Services, as well as SICA subrecipient communities located throughout the State. A full-time onsite evaluation manager is preferred.
6. Provide evaluation training and technical assistance to SICA subrecipients, and ensure that all subrecipient evaluation plans meet local, state and federal requirements.
7. Conduct research, develop data analysis, prepare written reports, provide presentations, conduct training and technical assistance activities and perform other project related service as requested or required by OMHSAAS.
8. Comply with Federal and State reporting requirements, including, the submission of SIG / SICA semi-annual evaluation progress reports, monthly reports, quarterly reports, and an annual project summary report to the SICA Project Director; and commit to participating in CSAP's national cross-site evaluation of SICA projects.
9. Provide training and technical assistance, upon the request of the SICA Project Manager, to individuals, state agencies, regional practitioners, SICA staff, CSAP staff, and program managers on the evaluation process, research methodology, and statistical databases used during the grant period.
10. Incorporate into the evaluation all existing Nebraska SICA evaluation and data collection tools and accomplishments (e.g. the Nebraska SICA baseline evaluation; the Nebraska Risk and Protective Factor Student Survey; the prevention system, community readiness and community substance abuse tools and assessments).
11. Work collaboratively with SICA staff to develop and/or refine additional evaluation and data collection tools, including SICA subrecipient progress reports and monitoring protocols for both prevention system and community substance abuse prevention plans.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT**

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. . Neither the contractor nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**D. CLEAN AIR AND WATER ACTS**

The contractor must comply with all local, State and Federal Statutes regarding the Clean Air and Water Acts.

**E. OWNERSHIP OF INFORMATION, DATA AND PUBLICATION RIGHTS**

**1. In General:**

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract. The contractor must guarantee that it has the full legal right of materials, supplies, and equipment necessary to execute this contract. The contract price shall without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any claims.

**2. Rights in Data:**

- a. OMHSAAS shall be and remain the sole and exclusive owner of any and all confidential and/or sensitive state data compiled and collected through the terms of this contract. Such data are hereinafter referred to as State Data. This includes all State data entered into the Evaluator's data collection and evaluation system. OMHSAAS shall be the final authority as to the classification of data as "confidential" or "sensitive."
- b. Neither the Contractor nor any of its employees, agents, consultants, or assigns shall have any ownership rights in any of the confidential or sensitive State Data in any form including but not limited to: raw data, stripped data, cumulated data, usage information, and statistical information derived from or in connection with the State Data.
- c. All confidential and/or sensitive State Data collected by the Evaluator under the terms of, and funding through, this contract shall be the property of the State of Nebraska, and the Evaluator must receive preapproval and permission from OMHSAAS prior to using this data for any purpose other than fulfilling the terms of this contract or its own federal reporting requirements.
- d. The Contractor may retain a copy of the data for internal program, federal reporting and financial audit purposes.
- e. The State shall own the data, all records, and reports run from the data collected, and resulting from work to fulfill this contract. All data collected by the Contractor under the terms of, and funding through, this contract shall be the property of the State of Nebraska.
- f. Nothing in this contract shall require the Contractor to deliver to the State and the State shall obtain no rights in any forms, policies and procedures, or other documents developed by the Contractor outside of this contract but used by the Contractor under this contract.
- g. On-line access to all data, as available, shall be provided to the OMHSAAS.
- h. Where activities supported by this contract produce any of the following, the OMHSAAS reserves the right to its use, duplication, disclosure, and distribution, in whole or in part, in any manner for any purpose whatsoever without prior notification to Contractor:
  - 1. An original computer program (including executable computer programs, source codes, and supporting data in any form),
  - 2. Any data extracts,
  - 3. Any writing,
  - 4. Any sound recording,
  - 5. Any pictorial reproduction, drawing, or other graphical representation, and
  - 6. Any work of similar nature to the above.

### **3. Security and Storage of Data**

- a. The Contractor shall maintain policies and procedures for safeguarding the confidentiality of data, and may be liable civilly or criminally for improper and unauthorized release of such information. Policies of confidentiality shall address, with special provisions as appropriate, information conveyed in verbal, written, and electronic formats.
- b. The Contractor will maintain and store all survey data generated in the implementation of the NRPFS in the office of the Contractor until such time as OMHSAAS directs otherwise. Upon request, the Contractor shall promptly download for and provide to OMHSAAS, at no cost to OMHSAAS, all such State Data in an electronically accessible form. This provision shall survive the term or termination of this contract.

### **4. Dissemination of Data**

- a. The Contractor will provide information upon request to OMHSAAS, and will not publicly disseminate data or information unless solely directed and approved by OMHSAAS. Contractor will provide timely dissemination of information to stakeholders as directed by OMHSAAS, including but not limited to the following mediums in formats and venues to be preapproved by OMHSAAS:
  1. Reports
  2. Presentations at meetings, workshops, trainings and/or conferences

##### **5. Publication Rights**

- a. Non-confidential data and products generated through the course of this contract are funded through state and federal funds and thus are in the public domain. All publications produced as a result of this contract shall be in a format preapproved by OMHSAAS, and shall be embargoed until approved for distribution by OMHSAAS.
- b. All publications produced as a result of this contract will be jointly owned by the Contractor and OMHSSA, and shall not be disseminated without OMHSAAS approval. The Evaluator and OMHSAAS shall exercise mutual agreement regarding the publication and use of any products developed as a result of the contract.
- c. The Contractor shall prepare all printed publicity and such other publications connected with the operation of this contract with the following statements included: "This activity is supported in whole or part, with funds provided by the State Incentive Cooperative Agreement through funding from the Center for Substance Abuse Prevention (CSAP) of the Substance Abuse and Mental Health Services Administration (SAMHSA), and administered by the Office of Mental Health, Substance Abuse and Addiction Services in the Nebraska Department of Health and Human Services."

#### **F. PERMITS AND REGULATIONS**

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all laws, ordinances, rules, orders and regulations related to the performance of the contract.

#### **G. COOPERATION WITH OTHER CONTRACTORS**

The State may award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract as a joint venture between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

#### **H. INDEPENDENT CONTRACTOR**

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor or other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and

all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay and retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the RFP, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract without the prior written authorization of the State.

**J. CONTRACTOR PERSONNEL**

The contractor shall warrant that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of this contract must work cooperatively and collaboratively with SICA project staff, but shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. Any and all employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. Damages incurred by contractor's employees within the scope of their duties under this contract;
4. Maintaining workers' compensation and health insurance to the extent required by governing state law. Evidence of workers' compensation coverage must be submitted annually to the State; and
5. Determination of the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any approved insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

The contractor shall not knowingly recruit or employ any State professional or technical personnel who has worked on the project, or who has had any influence on decisions affecting the project for the duration of the project. This prohibition does not affect the right of the



contractor's organization to recruit employees for projects unrelated to this contract, provided such recruitment does not create a conflict of interest.

**L. CONFLICT OF INTEREST**

Prior to award of any contract, the contractor shall certify in writing, if requested by the State, that no relationship exists between the contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. No official or employee of the State who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The contractor shall provide assurances that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The contractor shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

**M. PROPOSAL PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by contractors in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposals.

**N. ERRORS AND OMISSIONS**

The contractor shall not take advantage of any errors and/or omissions in this Request for Proposal and contract. The contractor must promptly notify the State of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

**P. ASSIGNMENT BY THE STATE**

The rights of the State under this contract shall be assignable to any other agency of the State with prior written notice to the contractor.

**Q. ASSIGNMENT BY THE CONTRACTOR**

The contractor shall not assign or transfer any interest in the contract without the prior written consent of the State.

**R. DEVIATIONS FROM THE CONTRACT**

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposals. Any deviations from the Request for Proposal must be clearly defined by the contractor in its proposal, and if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. The State discourages deviations and reserves the right to reject proposed deviations.

**S. GOVERNING LAW**

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums. The contractor must be in compliance with all Nebraska statutory and regulatory law.

**T. ATTORNEY'S FEES**

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, including attorney's fees and costs, at all stages of said litigation as set by the hearing officer or court if the State is the prevailing party.

**U. ADVERTISING**

The contractor agrees not to refer to the contract award in commercial advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY AND OWNERSHIP OF EQUIPMENT**

1. The contractor shall be responsible for the proper care and custody of any State-owned property that is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear excepted.
2. Any equipment purchased through funds secured through this contract or supplied to the Contractor by OMHSAAS for use during this contract remains the property of OMHSAAS, and the Contractor will return such equipment to OMHSAAS at the conclusion of the contract period.
  - a. The Contractor may not use such equipment for any purpose other than the implementation of the activities as specified in this contract.
  - b. The Contractor may not use such equipment to generate income or conduct fee-for-service activities.
  - c. The Contractor agrees to keep such equipment in good condition, and to appropriately insure and safeguard it from theft, loss or damage while in the Contractor's possession.

**W. SITE RULES AND REGULATIONS**

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises.

**X. NOTIFICATION**

After the award of the contract, all notices under the contract shall be deemed duly given upon delivery in person, or upon delivery by U.S. Mail, facsimile, or e-mail. The contractor shall provide in its proposal the name, title and complete address of the contractor's designee to receive notices.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**Y. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year are contingent upon legislative or federal appropriation of funds for this contract. Should said funds not be appropriated, the State may terminate this contract with respect to those payments for succeeding fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination. All obligations of the State to make payments after the termination date will cease. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

**AA. DEFAULT BY CONTRACTOR**

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under this contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). **Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery.** Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

**BB. ASSURANCES BEFORE BREACH**

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. PENALTY**

In the event that the contractor fails to perform any substantial obligation under this contract, the State may withhold all the monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated.

**DD. FORCE MAJEURE**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event not the fault of the affected party (Force Majeure Event). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under the contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible.

**EE. PROHIBITION AGAINST ADVANCE PAYMENT**

No compensation or payments of any kind will be made in advance of services actually performed and/or goods furnished.

**FF. PAYMENT**

The State hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by the contractor to pay to the contractor when the terms and conditions of the contract and specifications have been fully completed and fulfilled on the part of the contractor to the satisfaction of the State, the sum of the individual order amount. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. 81-2401 through 2408).

**GG. INVOICES**

Invoices for payments must be submitted by the contractor to the agency requesting the services.

## **HH. AUDIT REQUIREMENTS**

All contractor books, records and documents relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of the obligation of the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the state in the course of an audit.

## **II. TAXES**

The State is not required to pay taxes of any kind and assumes no liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a State-owned facility is the responsibility of the contractor.

## **JJ. INSPECTION AND APPROVAL**

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

## **KK. CHANGES IN SCOPE/CHANGE ORDERS**

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's project coordinator. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor for any extra work so ordered shall be determined in accordance with the unit prices of contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

## **LL. HOLD HARMLESS**

The contractor agrees to hold the State harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the contractor, its employees or agents in the performance of this agreement including all associated costs of defending any action.

## **MM. LIMITATION OF LIABILITY**

The contractor agrees that there will be no limitation to contractor's liability under this contract.

**NN. SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**OO. CONFIDENTIALITY**

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information.

**PP. PROPRIETARY INFORMATION**

Data contained in the proposal and all documentation provided therein, becomes the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.** Proprietary information is defined as trade secrets, academic and scientific research which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by the release of the information and the specific advantage the competitor(s) would enjoy. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this proposal, the contractor certifies that he or she is the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

## **RR. PRICES**

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Contractor represents and warrants that any and/or all prices for services, now or subsequently specified are as low as and no higher than prices which contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of this contract, contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in this contract and all prices in addition, which contractor may charge under the terms of this contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation now and throughout the term of this agreement. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

## **SS. BEST AND FINAL OFFER**

The State will compile the final scores for each proposal, technical and cost. The award may be granted to the highest scoring responsive and responsible contractor. Alternatively, the highest scoring contractor or contractors may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the contractor, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a best and final offer.

## **TT. ETHICS IN PUBLIC CONTRACTING**

No contractor shall pay, offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or other thing of value to any State officer, legislator or employee. Contractor shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure this contract. It is the intent of this section to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from consulting legal counsel regarding terms and conditions of this request for Proposals or the format or content of their proposal.

If the contractor is found to be in non-compliance with this provision of the RFP, they will forfeit the contract if awarded to them or be disqualified from the selection process.

## **UU. CONTRACTOR INDEMNIFICATION**

The State of Nebraska will not provide indemnity for the contractor.

## **VV. NEBRASKA TECHNOLOGY ACCESS**

Contractor agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment; software and services can be upgraded, replaced or augmented to accommodate individuals with disabilities.

Information technology products, systems, and services including data, voice, and video technologies, as well as information dissemination methods, will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at website <http://www.nitc.state.ne.us/standards/accessibility/> and are part of the State's terms and conditions.

## **IV. PROJECT DESCRIPTION AND SCOPE OF WORK**

### **A. PROJECT OVERVIEW**

In September 2001, the Governor's Office of the State of Nebraska received a State Incentive Cooperative Agreement (SICA) from the Substance Abuse and Mental Health Services Administration's Center for Substance Abuse Prevention (SAMHSA/CSAP). Under the leadership of Governor Mike Johanns and the Nebraska Partners in Prevention (NePiP) State Incentive Advisory Council, the Nebraska Health and Human Service System's (HHSS) Office of Mental Health, Substance Abuse and Addiction Services (OMHSAAS) is administering the cooperative agreement. Within this administrative capacity, OMHSAAS is now soliciting proposals from qualified individuals or entities to provide comprehensive evaluation services for Nebraska's SICA project.

Nebraska is comprised of 93 counties that vary widely in size and population density. Ninety-three percent of the State's 93 counties are classified as rural or frontier. More than one-half (approximately 1 million people out of a total population of 1.7 million) reside in the eastern edge of the State in the Lincoln and Omaha metropolitan areas. There are four sovereign Native American Tribes—the Omaha, Winnebago, Ponca and Santee—three of which have reservations within the northeastern part of the State in Thurston and Knox Counties. In addition, the southeastern part of the State contains a small portion of the Fox and Iowa and Sac reservations that extend northward across the Kansas/Nebraska state lines into Richardson County.

The State is divided into six behavioral health regions, each of which is responsible for coordinating behavioral health prevention activities as well as for maintaining a Regional Prevention Center (RPC). In addition to the HHSS behavioral health system, substance abuse prevention funding and other resources are also administered by other statewide agencies and entities which include but are not limited to: the Nebraska Department of Education, the Nebraska Commission on Law Enforcement and Criminal Justice, the U.S. Attorney's Office, the National Office of Highway Safety, the HHSS Office of Public Health, and sovereign Native American Nations of Nebraska.

The current Nebraska prevention system involves multiple efforts that have historically been disconnected at the state, regional and community levels. The SICA initiative is grounded in the belief that fragmented and uncoordinated efforts among the members of the State's prevention system infrastructure negatively impact the State's capacity to accomplish substantive, sustainable reductions in ATOD use. The SICA project is committed to increasing the use of data-driven, evidence-based planning processes and strategies that result in effective and efficient use of prevention resources in order to achieve desired outcomes.

The mission of SICA is to eliminate or significantly reduce substance abuse in youth ages 12-17 by creating a coordinated state prevention system that assists communities to assess local substance abuse needs and select and implement locally-appropriate, effective, and scientifically-defensible



substance abuse prevention policies, practices, and programs. Specific goals pursuant to this mission are to: 1) strengthen and expand the state prevention system across all levels (i.e. state, substate, regional and local); 2) enhance coordination and collaboration among all state entities that administer alcohol, tobacco and other drugs (ATOD) funding; 3) Create a system to regrant federal SICA funds of \$7.5 million to create and/or expand sustainable, collaborative community coalitions that can select and implement effective substance abuse prevention policies, practices and programs to eliminate or substantially reduce substance abuse among youth ages 12-17; and (4) create an administrative structure to support SICA activities. Specific objectives related to these goals include 1) increasing the capacity of Nebraska's substance abuse prevention system infrastructures at the state, substate and local levels in order to support communities in their efforts to decrease substance abuse; and 2) increasing the capacity of community coalitions to achieve desired substance abuse prevention outcomes through the implementation of data-driven planning processes and evidence-based substance abuse prevention strategies.

The SICA evaluation goals are to: 1) measure progress toward achieving the SICA mission, goals and objectives; 2) develop local, regional and state capacity to utilize effective, evidence-based evaluation processes in all substance abuse prevention planning and strategy implementation processes; and 3) assist the state with the development of a sustainable data collection, analysis and evaluation system at the state, substate and local levels. The following detailed Federal, State, substate and local goals and objectives have been identified for the SICA project:

**1. Strengthen and expand the state prevention system infrastructure across all levels**

- a. Strengthen and expand the scope, inclusiveness and functioning of the Nebraska prevention system under the leadership of state ATOD agencies that administer state and federal funding for alcohol, tobacco and other drug (ATOD) programming in order to consistently and collaboratively address substance abuse prevention needs in an efficient and effective manner.
- b. Build the capacity of the Regional Prevention Centers and other state, regional and local training and technical assistance (T/TA) providers to provide coordinated needs assessment, policy development, community capacity building, facilitation, and technical assistance services within an integrated and coordinated state ATOD prevention system.
- c. Provide intensive, statewide training, technical assistance and capacity building to enable and empower communities to identify and address their substance abuse prevention needs on the local level.
- d. Develop and implement Vision 2010, the Governor's comprehensive substance abuse prevention strategic plan, using state-wide and community needs assessment data collected through the SICA implementation process.

**1.1 State, Substate and Local Indicators include:**

- a. Reduction in gaps of key indicators for systems change areas within the core qualities of leadership, capacity and process, as outlined in the SICA RFA and included as Appendix B of the SICA RFA. The systems change areas for the core qualities are:
  1. Leadership: vision, conceptual clarity, political will, inclusion, strategic planning, and accountability.
  2. Capacity: organizational structure; knowledge, skills and ability; funding and other resources; cultural competency, sustainability; and accountability.
  3. Processes: collaboration and communication; operating procedures and protocols; evidence-based planning and prevention practices; training and technical assistance; monitoring and evaluation; sustainability, marketing and recognition; and accountability.
- b. Reductions in substance abuse and its underlying conditions, to include:
  1. Increased changes in the shared environment (e.g. norms, regulations) as generated through prevention policy and media advocacy.
  2. Decreased risk factors and increased protective factors.

3. Decreased incidence and prevalence of substance abuse.
4. Reduction and delay in the use of ATOD among youth ages 12-17.

**2. Enhance coordination and collaboration of all state agencies that administer alcohol, tobacco and other drug (ATOD) funds**

- a. Facilitate the creation of a common community planning process that accurately reflects and comprehensively addresses community needs.
- b. Collaborate on the creation and implementation of a capacity-building and technical assistance plan which empowers communities at all levels of readiness to utilize common planning processes in order to identify priority needs, select and implement strategies to address needs, secure needed funding and other resources, and achieve and sustain desired outcomes.
- c. Collaborate on the creation and utilization of common data collection and assessment systems, to ensure that sound information for designing and selecting effective prevention strategies is available at both the state and local levels. Specifically:
  1. Identify the extent of the substance abuse problem affecting 12-17 year old youth statewide
  2. Generate state-level baselines to create targeted outcomes and measure progress
  3. Develop a comprehensive, ongoing, statewide ATOD evaluation system that monitors progress at the state level and empowers communities to improve programming through the use of local-level data.
  4. Conduct a systemic study and analysis of prevention funding in order to develop/implement strategies to effectively coordinate, leverage and/or redirect funding streams and resources.

**2.2 State, Substate and Local Indicators include:**

- a. Increased use of data-driven, evidence-based substance abuse prevention planning, intervention, practices, policies and activities among prevention system infrastructures.
- b. Increased ability to build the capacity to develop, implement and evaluate locally-appropriate substance abuse prevention strategies.
- c. Increased collaboration on the creation of common data collection and needs assessment systems to ensure that sound information for designing and selecting effective prevention strategies is available.
- d. Increased collaboration on the creation of common and strategy specific data collection and needs assessment systems to ensure that sound information for designing and selecting effective prevention strategies is available at the local level.
- e. Increased sustainability of desired local substance abuse prevention outcomes.
- f. Reductions in substance abuse and its underlying conditions, to include:
  1. Increased changes in the shared environment as generated through prevention policy and media advocacy
  2. Decreased risk factors and increased protective factors.
  3. Decreased incidence and prevalence of substance abuse
  4. Reduction and delay of onset of ATOD use among youth ages 12-17.

**3. Create a system to regrant federal SICA funds of \$2.5 million/year for three years to create and/or expand sustainable, collaborative community coalitions to implement effective substance abuse prevention policies, practices and programs to eliminate or substantially reduce substance abuse among youth ages 12-17.**

- a. Develop/implement a systematic approach for allocating SICA funds to subrecipient community coalitions to implement effective substance abuse prevention policies, practices and programs, directing at least 50% of the funding to those which are scientifically-defensible.

- b. Design/implement an effective process for identifying subrecipient community coalitions that would be eligible to receive SICA funds, specifically:
  - 1. Design and implement a plan to work with potential subrecipient community coalitions to enable them to identify and select scientifically-defensible prevention policies, practices and programs.
  - 2. Develop strategies to ensure successful implementation and sustainability of SICA funded programs, policies and practices.

**3.1 State, Substate and Local Indicators include:**

- a. Development and implementation of a systematic and culturally competent approach (e.g., proposal criteria, applicant eligibility guidelines, and review criteria) for building the capacity of community coalitions to select and implement effective prevention policies, programs and practices.
- b. Development and implementation of a systematic and culturally competent process for allocating SICA funds to sub-recipient community coalitions.
- c. Development and implementation of a process by which local and/or substate coalitions can assess, develop and strengthen their own local prevention infrastructures.
- d. Development and implementation of a process by which communities can utilize evidence-based planning processes to identify and address local substance abuse prevention needs and select locally-appropriate and scientifically-defensible prevention programs, policies and practices.
- e. Development and implementation of locally appropriate, accessible and culturally competent supportive strategies and systems (e.g. training, technical assistance, program monitoring, evaluation and continuous improvement) to ensure the successful implementation and sustainability of SICA-funded programs, policies and practices.

**4. Create an administrative structure to support SICA activities.**

- a. Hire and establish project staff and contractual support, to include:
  - 1. Project Director (.25FTE) Prevention Program Manager, Health and Human Services (HHS)
  - 2. Grant Manager (1FTE) – HHS
  - 3. Temporary office support staff
  - 4. SICA Evaluation Contractor
  - 5. Technical Assistance Coordinator (1FTE) –SWCAPT (located at HHS)
  - 6. Local Technical Assistance to communities – Regional Prevention Centers and other T/TA providers
  - 7. Web Page Maintenance – independent contractor
- b. Establish a Cooperative Agreement Advisory Council to be appointed by the Governor to:
  - 1. Provide recommendations for administrative policy changes, legislation, and other actions that will advance the state's agenda for the coordinated funding of primary prevention programs for the adolescent population
  - 2. Maintain broad oversight of the community-level programs funded through the SICA
  - 3. Oversee and advise all aspects of project implementation, including the development of a statewide needs assessment, the Governor's strategic plan (Vision 2010), and the RFA for sub-recipients.
- c. Establish NePiP Work Groups to actively provide input and guidance for all active SICA programs, policies and practices.

**B. PROJECT SCOPE OF WORK**

The evaluation component of Nebraska's State Incentive Cooperative Agreement must provide

comprehensive pre- and post-test assessments of state, regional, and community (sub-recipient / strategy level) prevention system needs and resources as well as prevention planning, prevention strategies, evaluation processes, and ATOD outcomes. The evaluator is to develop and implement a plan to provide quantitative and qualitative process and outcome data to report to state agencies and officials. The evaluator is also expected to develop a plan to track and document the State's progress in meeting its identified SICA goals and objectives. The evaluator must describe how pre-and post-test assessment, across state, regional and community levels, will be conducted.

SICA subrecipients were required to include an assessment and analysis of their current substance abuse prevention systems (as outlined in the SICA RFA), and develop an organizational development plan to address gaps within the core qualities of leadership, capacity and process.

SICA subrecipients were also required to include collection and analysis of locally-valid risk and protective factor data as part of their substance abuse prevention planning effort when applying for SICA funds. To assist in this effort, the State supported implementation of a school-based Risk and Protective Factor survey in October 2003. Participation in the Nebraska Risk and Protective Factor Student Survey—which provided state, regional and local-level data regarding risk and protective factors—was made available at no cost to communities throughout the state. The contractor selected for the evaluation RFP must be prepared to include analysis of the formal data reports generated by this Risk and Protective Factor survey as part of its work to collect qualitative and quantitative substance abuse prevention data that can be used to provide community-level needs assessment and long-term outcome data for communities, regions and the state, and measure youth ATOD use as well as related risk and protective factors. In addition, the contractor must select a minimum of two variables from the National Household Survey to develop state baselines and targeted outcomes related to ATOD prevention for youth ages 12-17. The evaluator must determine appropriate measures for achieving the state and federal goals and objectives for SICA.

The evaluator must develop an adequate participatory research process to share information, decision-making power, resources and support between and among the evaluation team and state, regional and community representatives such that the evaluator is not only disseminating information, but also assisting in the translation and integration of research methods and results into state, regional, and community planning and strategy implementation processes. This participatory research and evaluation process should strengthen the capacity of state, regional and community entities to successfully conduct and sustain their own process and outcome evaluations in the future. The evaluator must demonstrate willingness and capacity to work closely with NePiP's Data Monitoring Work Group, as well as other Work Groups on an as-needed and ongoing basis.

In addition, the evaluator must provide needed technical assistance to funded subrecipient community coalitions to ensure that their evaluation plans and processes are adequate and appropriate for monitoring, continuous improvement and evaluation purposes. The evaluator must also work with subrecipient coalitions to ensure that the subrecipient evaluation plans include the appropriate core measures as developed by CSAP.

In general, the evaluator must demonstrate an understanding of SICA and SICA-related processes at the state, substate/regional and local levels. The evaluator must demonstrate the technical capability to engage in the work described in this RFP, and demonstrate a willingness and ability to commit staff to this project.

This RFP, the Guidance for Evaluator Applicants (GFA) No. SP 01-002 (see Attachment A) the SIG Evaluation Framework (see Attachment B), and the SIG Semi-annual Progress Report (see Attachment C), and the SIG Management Information Form (SMIF) (see Attachment D) should together form the foundation for the response to this RFP. Additional key documents, all of which can

be downloaded from the Nebraska SICA website at [www.nebraskaprevention.gov](http://www.nebraskaprevention.gov), include: 1) the original Nebraska SICA application, 2) Nebraska SICA Request for Applications, 3) the Evidence-Based Planning Toolkit, 4) the SICA Guidance Document for Selecting Science-Based and Promising Substance Abuse Prevention Strategies, 5) the baseline Nebraska SICA Evaluation report, and 6) the Nebraska Risk and Protective Factor Student Survey Report. Although this RFP addresses some relevant research questions and provides some required guidelines, the evaluator should rely on his/or expertise to enhance the proposal and the SICA prevention evaluation planning and development process.

The OMHSAAS has composed the following evaluation activity outline to describe some of the data that is expected to be collected as a result of the SICA evaluation:

### **1. Pre-Assessment of Resources**

A baseline evaluation (i.e. pre-assessment of resources) for Nebraska's SICA has been completed. The evaluation contractor for this RFP is expected to incorporate the baseline evaluation into the final SICA evaluation, which should include the following information:

#### **a. State Level**

1. Description of the pre-SICA statewide substance abuse prevention planning and service delivery system, including prevention system core qualities, system change areas, and indicators, as measured by the prevention system matrices contained in Appendix B of the Nebraska SICA RFA.
2. Description of the state's pre-SICA expenditure patterns for substance abuse prevention, and any leveraging of funding streams and/or other resources to support statewide substance abuse efforts.
3. Extent of pre-SICA collaboration and coordination among state agencies within the State's prevention system.
4. Type of prevention data collected prior to SICA, and its use.
5. Type and purpose of prevention strategies implemented prior to SICA.
6. Types of prevention evaluation methods utilized prior to SICA.
7. Pre-SICA processes or strategies used to build state level capacity to do substance abuse prevention planning, develop substance abuse prevention programs, policies and practices, and engage in effective evaluation.

#### **b. Regional Level**

1. Description of the pre-SICA statewide substance abuse prevention planning and service delivery system, including prevention system core qualities, system change areas, and indicators, as measured by the prevention system matrices contained in Appendix B of the Nebraska SICA RFA.
2. Pre-SICA regional expenditure patterns for substance abuse prevention, and leveraging of funding streams and/or other resources to support regional substance abuse prevention efforts.
3. Pre-SICA level of collaboration and coordination among regional prevention practitioners across all disciplines.
4. Description of the pre-SICA regional substance abuse prevention planning and service delivery system.
5. Description of differences, if any, of pre-SICA prevention planning, strategy development and implementation efforts across regions based on regional, geographical, cultural or other factors.
6. Type of prevention data collected prior to SICA, and its use.
7. Type and purpose of prevention strategies implemented prior to SICA.

8. Types of prevention evaluation methods utilized prior to SICA.
9. Pre-SICA processes or strategies used to build regional capacity to do substance abuse prevention system and community planning, develop substance abuse prevention strategies, and engage in effective evaluation.

**c. Community (Sub-recipient / Strategy) Level**

1. Description of the pre-SICA statewide substance abuse prevention planning and service delivery system, including prevention system core qualities, system change areas, and indicators, as measured by the prevention system matrices contained in Appendix B of the Nebraska SICA RFA
2. Description of the current baseline substance abuse prevention planning and service delivery system.
3. Type and purpose of pre-SICA prevention strategies being implemented.
4. Description of differences, if any, of pre-SICA prevention planning, strategy development and implementation efforts based on regional, geographical, cultural or other factors.
5. Description of pre-SICA prevention evaluation methods being utilized.
6. Description of types and use of pre-SICA prevention data being collected.
7. Description of funding streams and/or other resources that have been leveraged prior to SICA to support programs, policies and practices.

**2. The Comprehensive Evaluation Plan**

The comprehensive SICA evaluation plan must include, but is not limited to, the following information:

1. Description and explanation of the statewide data collection and analysis system.
2. Description and explanation of the statewide strategic planning system.
3. Description and explanation of comprehensive, statewide prevention strategies that were proposed and/or adopted.
4. Description of, and justification for, baseline variables chosen (including at least two variables from the NHSDA) to create targeted outcomes and measure progress at the state, regional and community (sub-recipient / strategy) levels.
5. Description of strategies used to identify, coordinate, leverage and/or redirect substance abuse prevention funding at the state, regional, and sub-recipient / strategy levels.
6. Description of strategies used to enhance collaboration and coordination among state agencies, substate/regional entities and sub-recipients / strategies.
7. Description of how the extent of the substance abuse and related risk and protective factors affecting 12-17 year old youth was assessed statewide.
8. Description of types of systems change that were targeted (i.e. reallocation of budgets and personnel, policy change, participatory planning and implementation, regulatory, compliance monitoring or emphasis on science-based practices).
9. Description of strategies used to identify, coordinate, leverage and/or redirect substance abuse prevention funding at the state, regional, and sub-recipient / strategy levels.
10. Description of strategies used to ensure the sustainability of statewide substance abuse prevention efforts.
11. Description of—and justification for—research instruments used to collect data and determine prevention strategies for targeted communities.

**3. Plan Implementation**

State, substate and local levels:

1. Description of challenges that were expected to be encountered and challenges that were actually encountered during the implementation phase.

2. Description of the implementation plan used to work with potential sub-recipients, communities, regions, and state agencies to enable them to identify and select science-based prevention programs and principles.
3. Description of tools or methods used to track implementation (e.g. progress reports, archival data).
4. Description of approach(es) taken to build the capacity of the state, substate, regional and sub-recipient / strategy prevention partners.

#### **4. Post-Assessment**

##### **a. State Level**

1. Documentation of improvements in areas of development in prevention system core qualities, systems change areas and indicators.
2. Documentation of any increase in coordination and collaboration between agencies with regard to substance abuse prevention program planning, development, implementation and evaluation as a result of SICA.
3. Documentation of any redirection or leveraging of state-level funding sources, expenditures and/or other resources with regard to substance abuse prevention as a result of SICA.
4. Documentation of increased capacity among State agencies to plan, develop, implement and evaluate evidence-based prevention intervention as a result of SICA.
5. Documentation of any statewide reductions in the use of ATOD among youth Ages 12-17 and/or or related risk factors as a result of SICA.
6. Documentation of reductions in program duplication among State agencies as a result of SICA.
7. Documentation of gaps in program services reduced as a result of SICA.
8. Documentation of increases in the use of evidence-based substance abuse prevention program planning, practices and strategies within state agencies as a result of SICA.
9. Documentation of state-level outcomes specific to the evaluation components of SICA (e.g. needs and outcomes assessment, data collection and reporting system, use of core measures, and the instruments utilized).
10. Documentation of sustainability of the desired state-level substance abuse prevention outcomes.

##### **b. Substate / Regional Level**

1. Documentation of improvements in areas of development in prevention system core qualities, systems change areas and indicators.
2. Documentation of any increases in coordination and collaboration between and among substate or regional entities with regard to substance abuse prevention program planning, program development, implementation, and evaluation as a result of SICA.
3. Documentation of a redirection or leveraging of regional funding sources, and/or other resources with regard to substance abuse prevention as a result of SICA.
4. Documentation of increases in capacity to plan, develop, implement and evaluate science-based prevention interventions as a result of SICA.
5. Documentation of reductions in ATOD use and related risk factors among youth ages 12-17 due to substate or regional programs or activities as a result of SICA.
6. Documentation of any increases in protective factors as a result of SICA.
7. Documentation of increases in the levels of collaboration and coordination within substates/regions, between substates/regions, or between substates/regions and communities (sub-recipients / strategies) as a result of SICA.
8. Documentation of increases in the use of science-based substance abuse prevention strategies, planning or practices as a result of SICA.

9. Documentation of reductions in gaps or duplication in services at the substate or regional level as a result SICA.
10. Comparative analysis of effectiveness of substate/regional SICA strategies in achieving stated goals and objectives.
11. Analysis of the substate/regional outcomes specific to the evaluation component of SICA (e.g. needs and outcome assessment, data collection system, use of core measures, and instruments utilized).
12. Analysis of any effects of state-level planning and collaboration on substate/regional substance abuse prevention planning, and programming.
13. Analysis of the sustainability of desired regional substance abuse prevention outcomes.

**c. Local (Sub-recipient / Strategy) Level**

1. Documentation of improvements in areas of development in prevention system core qualities, systems change areas and indicators.
2. Documentation of any increases in coordination and collaboration between sub-recipients / strategies with regard to substance abuse prevention program planning, development, and implementation, as a result of SICA.
3. Documentation of any reductions in ATOD use and related risk factors among youth ages 12-17 as a result of specific programs or activities as a result of SICA.
4. Documentation of any increases in the use of science-based substance abuse prevention planning or practices by sub-recipients / strategies as a result of SICA.
5. Documentation of any reductions in gaps in community-level services as a result of SICA.
6. Documentation of any reductions in duplication among community-level services as a result of SICA.
7. Comparative analysis of effectiveness of community-level SICA strategies in achieving stated goals and objectives.
8. Analysis of impacts, if any, of state-level planning and collaboration on community substance abuse prevention planning and programming.
9. Analysis and documentation of community (sub-recipient / strategy) level outcomes specific to the evaluation component of SICA (e.g. needs and outcome assessment, data collection system, use of core measures, and instruments utilized).
10. Analysis of the sustainability of desired community-level substance abuse prevention outcomes.

**5. System Follow-up and Sustainability**

State, Substate and local levels

1. Documentation of steps are taken, or in progress, at the state, substate, regional, local (sub-recipient / strategy) levels to sustain prevention system improvements in the core qualities, systems change areas and indicators.
2. Documentation of steps are taken, or in progress, at the state, substate, regional, local (sub-recipient / strategy) levels to sustain the use of evidence-based substance abuse prevention planning, practice and evaluation.
3. Documentation of steps are taken, or in progress, at the state, substate, regional, local (sub-recipient / strategy) levels to sustain reductions in ATOD use and related risk factors by 12-17 year old youth.

**V. PROPOSAL INSTRUCTIONS**



This section documents the mandatory requirements that must be met by contractors in preparing the Technical and Cost Proposal. Contractors should identify the subdivisions of Section IV clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

## **A. TECHNICAL PROPOSAL**

The Technical Proposal shall consist of four (4) sections:

- The SIGNED "State of Nebraska Request for Proposal for Contractual Services" form
- Executive Summary
- Corporate Overview
- Technical Approach.

### **1. REQUEST FOR PROPOSAL FOR EVALUATION SERVICES FORM**

By signing the "Request For Proposal For Contractual Services" form, the Contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and is committed to provide a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

### **2. EXECUTIVE SUMMARY**

The Executive Summary shall condense and highlight the contents of the solution being proposed by the contractor in such a way as to provide the Evaluation Committee with a broad understanding of the contractor's Technical Proposal.

Contractors must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Contractors shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

### **3. CORPORATE OVERVIEW APPROACH**

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

#### **a. CONTRACTOR IDENTIFICATION AND INFORMATION**

The contractor must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed in the interim and Federal Employer Identification Number.

#### **b. FINANCIAL STATEMENTS**

The contractor must provide financial statements applicable to the firm. If publicly held, the contractor must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of

the fiscally responsible representative of the contractor's financial or banking organization.

If the contractor is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The contractor must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or warrant that no such condition is known to exist.

**c. CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the contractor must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

**d. OFFICE LOCATION**

The contractor's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

**e. RELATIONSHIPS WITH THE STATE**

The contractor shall describe any relationships entered into with the State over the previous 5 years. If the organization, its predecessor, or any party named in the contractor's proposal response has contracted with the State, the contractor shall identify the contract number(s) and/or any other information available to identify such contracts. If no such contracts exist, so declare.

**f. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE**

If any party named in the contractor's proposal response is or was an employee of the State within the past 6 months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the contractor or is a subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the contractor may be disqualified from further consideration in this proposal. If no such relationship exist, so declare.

**g. CONTRACT PERFORMANCE**

If the contractor or any proposed subcontractor has had a contract terminated for default during the past 7 years, all such instances must be described as required

below. Termination for default is defined as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor, or litigated and such litigation determined the contractor to be in default.

It is mandatory that the contractor submit full details of all termination for default experienced during the past 7 years, including the other party's name, address and telephone number. The response to this section must present the contractor's position on the matter. The State will evaluate the facts and will score the contractor's proposal accordingly. If no such termination for default has been experienced by the contractor in the past 7 years, so declare.

If at any time during the past 7 years, the contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such termination including the name and address of the other contracting party, and the circumstances surrounding the termination. If no such early termination has occurred, so declare.

**h. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE**

The contractor shall provide a summary matrix which lists the contractor's previous projects similar to this Request for Proposals in size, scope and complexity. The State will use three narrative project descriptions submitted by the contractor during its evaluation of the proposal.

The contractors must address the following:

1. Contractors must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
  - a. the time period of the project;
  - b. the staff-months expended;
  - c. the scheduled and actual completion dates;
  - d. the contractor's responsibilities;
  - e. for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
  - f. each project description shall identify whether the work was performed as the prime contract or as a subcontractor. If a contractor performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
2. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
3. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

**i. SUMMARY OF CONTRACTOR'S PROPOSED APPROACH**

1. The contractor shall include the proposed project team organization charts showing the following specific details:

- a. The team leader level functional responsibilities:
  1. The functional responsibilities shall include interactions and reporting requirements of each organizational unit at each level.
- b. Key personnel and descriptions of key positions and resumes of the proposed personnel:
  1. The resumes, at a minimum, shall be required for the key personnel positions of project manager/lead evaluator and technical team managers/associate evaluators.
  2. The State will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.
  3. If project management or other listed key person responsibilities are assigned to more than one (1) individual during the project, resumes must be provided for each person proposed. Conversely, if one (1) individual is going to fill multiple roles only one resume for that individual should be provided.
  4. Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address and telephone number) who can attest to the competence and skill level of the individual.
2. The contractor shall provide a staff skills matrix to summarize relevant experience of the proposed staff. The contractor must provide a narrative description of experience each key staff member has in the areas relevant to this Request for Proposal. Descriptions shall focus on key staff experience. Contractor and subcontractor staff experience shall be shown separately.

The project staff qualifications section shall include the contractor's proposed project team organization charts, descriptions of key positions, and resumes of the proposed personnel.

**j. SUBCONTRACTOR(S)**

If the contractor intends to subcontract any part of its performance hereunder, the contractor must:

1. name, address and telephone number of the subcontractor(s);
2. specific tasks for each subcontractor;
3. percentage of performance hours intended for each subcontractor; and
4. total percentage of subcontractor(s) performance hours.

**4. TECHNICAL APPROACH**

The technical approach section of the Technical Proposal must consist of the following subsections.

**a. UNDERSTANDING OF PROJECT REQUIREMENTS AND SUPPORTIVE RESEARCH**

In this section the evaluator should describe all research conducted in support, and understanding, of the SICA project, which will include:

1. A clear assessment of the substance abuse prevention planning needs of Nebraska using appropriate, understandable data; and
2. Collection and analysis of data including, but not limited to:

- a. the target population of youth ages 12-17;
- b. the state substance abuse prevention system;
- c. geographical and other contextual conditions; and
- d. current ATOD prevention strategies utilized in Nebraska.

**b. PROPOSED EVALUATION PLAN**

The contractor must present a clear description of how he/she intends to use evaluation methods as a tool to develop and sustain changes to Nebraska's prevention system, and provide pertinent reporting information. The evaluator must develop a common, long-term, statewide ATOD data collection, needs assessment and evaluation system that:

- 1. monitors the extent of the substance abuse prevention problem among Nebraska's youth (ages 12-17) and measures annual progress toward targeted outcomes; and
- 2. ensures that sound information for designing and selecting effective prevention strategies is available at the state, substate, regional, community and sub-recipient levels.

The evaluator must select a minimum of two core variables from the National Household Survey and use a minimum of 5 core measures as recommended by the Center for Substance Abuse Prevention (CSAP). The evaluator must also work with subrecipients to ensure that their evaluation plans are sufficient for monitoring, continuous improvement and evaluation purposes, and that they include the appropriate core measures as developed by CSAP. In addition, the evaluator must maintain fluidity and flexibility to accommodate any evaluation requirements that may emanate from CSAP, and must participate in CSAP's national cross site evaluation.

This RFP, the Guidance for Applicants (GFA) No. SP 01-002, the SIG Evaluation Framework, the Semi-annual Progress Report and the SIG Management Information Form (SMIF), should together, form the basis for the proposed evaluation plan. Although this RFP addresses some relevant research questions and provides required guidelines, the evaluator should rely on his/her expertise to enhance the proposal.

The SICA evaluation plan should measure the following:

- 1. coordination of funding and development of a statewide prevention system;
- 2. measurement of the progress of ATOD abuse prevention; and
- 3. the development of an ongoing ATOD evaluation that monitors progress at the state level and empowers communities to improve programming through the use of local level data.

The evaluator is expected to consider strategies that attempt to change community conditions and norms as well as those that focus on changes in individual skills and competencies.

Questions to consider when developing the SICA evaluation plan are:

- 1. How does the evaluator intend to conduct pre- and post-test assessments of state, regional and community needs and resources, prevention planning, prevention strategies, evaluation processes, and ATOD outcomes?

2. How does the evaluator intend to gather data (e.g., ensure that the data required of sub-recipient/community, regional, substate and state stakeholders is accessible to the evaluator in technologically appropriate formats?
3. How does the evaluator intend to document, track and evaluate state, substate, regional, and sub-recipient/community processes associated with the SICA grant?
4. How does the evaluator intend to analyze SICA process and outcome data?
5. How does the evaluator intend to provide an adequate process for participatory research such that the evaluator not only disseminates information, but also
  - a. assists in the translation, and integration of the research results into the state, regional, and community planning and program development process; and
  - b. actively participates in increasing understanding and utilization of SICA data monitoring and evaluation process at the state, regional and community levels?
6. How does the evaluator intend to provide an adequate process for helping to strengthen the capacity of the state, substate, regional, and sub-recipient/community ATOD coalitions/organizations to conduct and sustain their own process and outcome evaluations at the completion of SICA?
7. How does the evaluator intend to staff the project?
8. What are the evaluator's technical capabilities with regard to implementing the evaluation plan?

**c. PROJECT MANAGEMENT**

The contractor must present a clear description of its proposed approach to the management activity of the project. Refer to Section III (Terms and Conditions); Sub-section B (The Contractor) of this RFP regarding staffing requirements.

**d. DELIVERABLES and DUE DATES.**

The contractor must present a clear implementation plan or schedule of events describing the milestones and activities to be undertaken over the 12-month contract period. A chart of milestones and indicators of milestone accomplishment with dates would be helpful. Process evaluation questions will be addressed in the Semi-Annual Evaluation Report. Progress reports must also be submitted to OMHSAAS. **Semi-Annual Evaluation Progress Reports are due to OMHSAAS by October 15, 2004 and April 15, 2005. An annual report is due to the OMHSAAS by August 15, 2005.**

**B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by contractors in preparing the Cost Proposal. The contractor must submit its Cost Proposal in a section of the proposal that is separate from the Technical Proposal section.

The component costs of the firm, fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. Pricing Summary - This summary shall present the total firm fixed price to perform all of the requirements of the Request for Proposal.
2. Supporting documentation of any other costs - Any costs included in the firm, fixed price that are not covered in the pricing summary must be summarized and labeled "Other Costs."

The contractor must include details in the Cost Proposal supporting any and all other costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The Cost Proposal must provide a firm, fixed price for the cost of the entire evaluation over the course of SICA implementation, including a post-implementation period of approximately three (3) months. In addition, specific cost proposals must be developed for each year of the evaluation, and these cost proposals will form the basis of the annual contracts. It is expected that the amounts of these cost proposals may vary from year to year depending on the stage of the evaluation. A contract resulting from this RFP will be issued for a period of (1) one year effective **August 1, 2004** through **July 31, 2005**, which will be renewable for two (2) additional one-year periods and one (1) final conclusion period of two (2) months as mutually agreed upon by all parties.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

#### **C. PAYMENT SCHEDULE**

The payment schedule for the project, with the exception of post implementation support, is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverable(s) have been approved.

#### **D. ALTERNATIVE PROPOSALS**

The State, at its sole discretion, may entertain alternative proposals, or proposals which deviate from the Request for Proposal requirements, provided the contractor also submits a proposal for the work described herein. Alternative proposals may be considered if overall contract performance would be improved but not compromised, and if they are in the best interests of the State of Nebraska. Alternative proposals must be accompanied by a separate Technical Proposal which clearly identifies deviations from the primary proposal, and allows such deviations to be fully evaluated. A full cost proposal for each alternative proposal must be submitted in accordance with the requirements of this Request for Proposal. Alternative proposals will be evaluated only after the primary proposal has been evaluated.